

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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WAVERLY C. YOUNG,

Plaintiff,

COURT FILE NO.: 07-cv-4808 MJD/AJB

v.

DIVERSIFIED CONSULTANTS INC.,

Defendants.

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**RULE 68 OFFER OF JUDGMENT OF DIVERSIFIED CONSULTANTS INC.**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Diversified Consultants Inc. ("Defendant"), by and through its undersigned attorneys, hereby submits this Offer of Judgment ("Offer"), which offers to allow judgment to be taken against it and in favor of Plaintiff Waverly C. Young ("Plaintiff"), as follows:

1. Judgment shall be entered against Defendant in the amount of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) arising from Plaintiff's claims against Defendant as alleged in Plaintiff's Amended Complaint in the herein matter.

2. The judgment entered shall include an additional amount for Plaintiff's reasonable attorney fees and costs incurred by Plaintiff in connection with the claims alleged in the herein matter. Said amount for attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiff's counsel, subject to objection and response by Defendant's counsel, if counsel are unable to reach an agreement. Plaintiff's reasonable attorney fees and costs shall be limited to

time and amounts expended on Plaintiff's claims in this matter through the date of Plaintiff's counsel's receipt of service of this Offer.

3. The judgment entered in accordance with this Offer is to be in total settlement of any and all claims by Plaintiff and/or potential claims that could have been brought by Plaintiff in this matter.

4. Notwithstanding the foregoing Offer, Defendant denies any wrongdoing or violation of state or federal laws, but admits liability for the sole purposes of settlement and resolution of Plaintiff's claims sought in the above-captioned matter as described more fully herein. If Defendant's Offer is accepted, Plaintiff agrees to dismiss and release all claims he has or could have brought in this action, which arise from the transaction and form the base of Plaintiff's claims, including the facts set forth in Plaintiff's Complaint and/or Amended Complaint in this matter, including any claims for costs, attorney fees, statutory penalties, damages and interest.

5. If Plaintiff rejects this offer, pursuant to Rule 68, Defendant may seek to recover any additional costs and disbursements incurred in the defense of Plaintiff's claims, then accrued at the conclusion of this case, if applicable. Also, Plaintiff must pay Plaintiff's own costs and attorney fees incurred after making this Offer, as well as the costs of Defendant. *See, O'Brien v. City of Greers Ferry*, 873 F.2d 1115, 1120 (8th Cir. 1989).

MOSS & BARNETT  
A Professional Association

Dated: February 5, 2008.

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Consultants Inc.